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CONSTITUTIONAL LAW—TAXATION OF IMPORTS.—A suit was brought by the city of New York to collect taxes on the cash on hand and notes owned by a foreign corporation, doing business in the state as importers, which are the proceeds of the sale of imported goods in the original packages. It appears that the bulk of the proceeds of such sales is remitted to the home office, but the notes are held in New York for collection, and sufficient sums are there retained to meet the local expenses of the business and to pay the duties on subsequent importations. *Held*, that the tax does not violate U. S. Const., Art. I, Sec. 10, prohibiting taxation of imports by a state. *People of the State of New York, ex rel. Edward and John Burke, Limited, v. James L. Wells et al. as Commissioners of Taxes and Assessments of the City of New York* (1908), 28 Sup. Ct. Rep. 193.

The courts have held that under U. S. Constitution, Art. I, Sec. 10, a state cannot tax an article imported, the sale of the article nor the right of the importer to sell it. *Brown v. Maryland*, 12 Wheat. 419. This provision applies only to goods imported from foreign countries and not to goods transported from one state to another. *Brown v. Houston*, 114 U. S. 622. The right of the importer to sell the goods applies only to the sale in the original packages. *May v. New Orleans*, 178 U. S. 496; *Low v. Austin*, 13 Wall. 29. It would seem, therefore, that a state cannot tax the proceeds of the sale of imported goods which are in process of transmission to the home office. In the principal case the court considers the notes as representing an investment of money within the state, and under the authority of *Metropolitan Insurance Co. v. New Orleans*, 205 U. S. 395, they have obtained a business situs within the state, are subject to state laws, and taxable there. The money and notes assessed no longer represent the proceeds from the sale of imported goods, but are permanent capital invested there under the protection of the laws of New York.

CONTRACTS—ACCORD AND SATISFACTION—CONSIDERATION.—Defendants, principal and surety, executed a note for \$600, which was secured by a mortgage, in favor of W. Part payments were made on the note, and the executor of W. instituted foreclosure proceedings for the balance. The lower court instructed the jury that an agreement by W. to accept the payments in full satisfaction and discharge of the note would be no defense to a suit for the balance. *Held* (CHASE, J., dissenting), that the instruction was erroneous. *Frye v. Hubbell et al.* (1907), — N. H. —, 68 Atl. Rep. 325.

In the case of *Melroy et al. v. Kemmerer*, 218 Pa. St. 381, 67 Atl. 699, noted in 6 MICH. LAW REV., 169, it was held that a part payment of a debt combined with a promise by the debtor not to go into bankruptcy constituted a good consideration for the agreement by the creditor to accept it as a payment in full. The principal case seems to go one step further and to hold that a part payment, alone, if thus accepted by the creditor, discharges the debt. Thus the common law rule that such payment is no satisfaction because of the want of consideration is nearly, if not entirely, abrogated. The court says it is not true in modern times that there is no consideration, because such payment may be beneficial. Specific performance of such a contract will